

34210

AGREEMENT

Made this 6th day of March 2002 by and between John and Sandy Chung on behalf of Woolee Inc. t/a 1101 Convenience Mart (the "Applicant") and Roland Chavez, Maurice Johnson, Jane Silver, Sharon Ambrose on behalf of herself and the protestants she represents, and ANC 6A (collectively referred to herein as the "Protestants").

WITNESSETH

WHEREAS, Applicant's application for the transfer of a Retailers' Class B license for premises, 1101 H Street NE, ABC Application #34210, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board), and,

WHEREAS, the premises is within the boundaries of the ANC 6A; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance of a Retailers' Class B Liquor License at the subject premises; and,

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner; and,

WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia; and,

WHEREAS, the Applicant hereby certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee, penalty interest or past due tax, or if any amounts are owed, that arrangements satisfactory to the District of Columbia government have been made and are being performed by Applicant.

NOW, THEREFORE, the parties agree as follows:

1. Once the license is transferred, Mr. Yo Sup and Mrs. Mi Ae Lee, because of the prior revocation of the license, may have affiliation with the Applicant or Applicant's place of business only pursuant to the restrictions set forth below:
 - (a) the Applicant's business may not revert back to the Lees in case of the Applicant's default on any loan arrangement used to finance the Applicant's purchase of the assets of the business known as Mimi's Convenient Mart (currently doing business at 1101 H Street NE, Washington DC 20002);
 - (b) in the case of a default, the Class B license shall be transferred to the ABC Board for safekeeping, unless otherwise transferred pursuant to ABC Board order;
 - (c) Mr. Yo Sup Lee or Mrs. Mi Ae Lee may not be employed as managers of the 1101 Convenience Mart because the ABC Board previously revoked the license on which they were the named licensees (see §25-821(c) of Title 25, D.C. Code Enactment and Related Amendments Act of 2001); and the same prohibition on any of their immediate family members.

2. In order to avoid the over-concentration of beer and wine stores offering similar products in the area, the 1101 Convenience Mart will:
 - (a) not sell single serving containers of beer or malt liquor alcoholic beverages;
 - (b) not sell single wine containers under 750 ml;
 - (c) not sell malt liquor beverages in packaging that consists of containers of more than 24 oz.;
 - (d) not sell "alcopops" (e.g., Smirnoff Ice or similar malt beverages that are teen-marketed alcoholic beverages); and
 - (e) not sell short stubby cigars, commonly known as "blunts."
3. In order to keep the peace and quiet of the surrounding neighborhood, thereby making the store appropriate for the neighborhood, the 1101 Convenience Mart will:
 - (a) not sell alcoholic beverages before 9:30 a.m. or after 9:00 p.m. daily;
 - (b) ensure that there is daily street cleaning of the 700 block of 11th Street NE up to the end of the property occupied by 1101 Convenience Mart, as well as along the 1100 block of H Street, NE up to the "Me & My" convenience store;
 - (c) prevent double-parking at the store by putting up signs against double-parking, discouraging patrons from double-parking and calling the police/traffic enforcement each time a double-parking violation is witnessed on or around the store premises;
 - (d) remove public pay phones and prevent any future installation of pay phones in and around store premises;
 - (e) place and maintain "No Loitering" signs on the premises and instruct loiterers to leave;
 - (f) keep a daily log of any calls made to the police; additionally, the Protestants shall have the right to review the log at any time during business hours;
 - (g) fill in rat holes and maintain pest and animal control of the property;
 - (h) require that security lights are lit from dusk until 10:00 p.m.;
 - (i) participate in community oversight and attend quarterly status meetings with Protestants at Protestants' request;
 - (j) maintain fences around the store property, as well as maintain the landscaping of the property and keep gate to the store parking lot locked, except for use by store personnel and for deliveries;
 - (k) require that the owners and/or managers attend the ANC 6A meetings; and
 - (l) comply with all applicable laws and regulations related to its business.

4. In consideration of, and reliance upon, the commitments reflected in paragraphs 1 through 3, the Protestants hereby withdraw their opposition to the applicant's pending license application.
5. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ABC Board to revoke the Retailer's Class B license for premises 1101 H Street NE, and for the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. § 1513.5 (1997) or any regulation of similar purpose adopted by the ABC Board.
6. This Voluntary Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute an agreement binding all of the parties hereto. Facsimile signatures shall be considered to be execution of the original.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and signatures.

APPLICANT:

By: /s/ Sandy Chung
Sandy Chung
President and Treasurer

By: /s/ John Chung
John Chung
Vice President and Secretary

PROTESTANTS:

By: /s/ Roland Chavez
Roland Chavez

By: /s/ Maurice Johnson
Maurice Johnson

By: /s/ Jane Silver
Jane Silver

By: /s/ Sharon Ambrose
Sharon Ambrose on behalf of herself
and the Protestants she represents

By: /s/ Keith Jarrell
ANC 6A, by Keith Jarrell, Chairman

VOLUNTARY AGREEMENT

BETWEEN

LINDEN NEIGHBORHOOD ASSOCIATION

AND

WOOLEE, INCORPORATED

March 9, 2002

LINDEN NEIGHBORHOOD ASSOCIATION (the Association) which has supported the pending Transfer Application of Woolee [located at 1101 H Street, N.E.] If this license is approved, there will be two Class B retail license (Beer and Wine) and one Class A retail license (Spirits) on H Street in this sector (800 block to 1300 block of H Street).

The signatories hereto agree to the following conditions:

Whereas, the Association understands that Woolee seeks to continue the successful operation of its business in cooperation with the residents and owners of other businesses in the neighborhood, and shares with the Association the objectives of a physically, mentally and spiritually healthy neighborhood.

Now, therefore, the parties agree to the following:

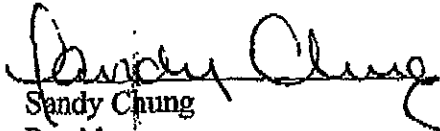
- 1.0 Woolee will continue to maintain the exterior areas adjacent to the store. The area around the store will remain clean and free of litter and shall be regularly inspected by the proprietor or his/her designee ("Regularly", shall be defined as a period of three (3) hours from the start of business and every 3 hours after that until the close of business which shall have a final inspection and cleanup).
- 1.1 Woolee management shall keep clean the area from the driveway on 11th Street behind the establishment around to the edge of their property line on H Street. Woolee agrees to clean the sidewalks 6 inches out from the curb.
- 1.2 Woolee agrees to maintain the Tree box spaces in front and on the side of their establishment.
- 1.3 If double parking becomes a problem or other traffic infractions, Woolee agrees to send a letter to MPD requesting enforcement of the traffic laws. A copy of the letter will be sent to the Association regarding this problem.
- 1.4 Woolee agrees to insure that there is lighting around the establishment until closing.
- 1.5 Woolee agrees to work with city inspectors and private contractors to insure that the rodent problem of the area does not impact the establishment or the property that it sits on.
- 1.6 Woolee agrees to maintain "No Loitering" signs on the premises.
- 2.0 The Association recognizes that trash and debris will accumulate on and near the property that will not result from patrons of the establishment. It is however understood by Woolee that they are legally responsible for any trash, debris, garbage, and/or other unattended items left on or near the property.

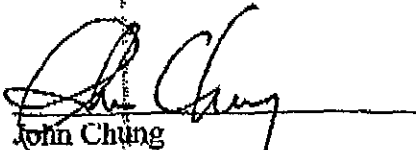
- 3.0 Woolee shall pursue any and all reasonable efforts, both directly and through Police Communications, the Metropolitan Police Department (5th District), the Association, Fire and Emergency Medical Services Department and Advisory Neighborhood Commission 6A to discourage individuals from congregating for extended periods on the premises and areas adjacent to its store.
- 3.1 Woolee shall consult with the Association on its operations, marketing and advertising. Woolee agrees to allow the Association to help develop its target market strategies, merchandising plans, front facing, end caps, alcohol presentation, demographic profiling and promotions.
- 4.0 Woolee shall continue to deny support of the installation of pay phones around the establishment.
- 5.0 Woolee shall voluntarily refuse to sell products associated with illegal drug activities (low cost single cigars, pipes, bong, jewelry bags, etc.) and will refuse to sell alcoholic beverages to individuals who are known abusers of drugs and alcohol.
- 6.0 Woolee agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-713) which stipulates, in part, that a licensee is to post notice, maintained in good repair and in place clearly visible from the point of entry to the establishment, stating: (1) the minimum age requirement for the purchase of alcoholic beverages; and (2) the obligation of the patron to produce a valid identification document displaying proof of age. Woolee further agrees to check the ID of everyone that is not recognized by the management as being of the age of majority.
- 6.1 Woolee agrees to refuse the sale of alcoholic beverages to individuals who refuse to produce or can't produce a valid identification document to verify proof of age. Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-101(53)), defines a valid identification document as an official identification issued by an agency of government (local, state, federal or foreign) containing, at a minimum, the name, date of birth, signature and photograph of the bearer.
- 6.2 Woolee agrees to not sell alcohol before 9:30 am or after 10:00 pm.
- 6.3 Whereas, Single Containers of beer sales are not illegal, the Association requests that the management of Woolee implement a policy to "control" the sell of single containers and keep the vagrant population from abusing these substances.

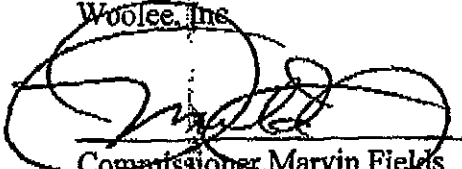
- 6.4 Woolee agrees to post a sign advising customers to not buy alcohol for people banned from the store and people who stand on the sidewalks begging for money to purchase alcohol. It is understood by the leadership of the Association that most people purchase their alcohol and go home. Further, Woolee agrees to cease to sell Single Containers of Malt Liquor at 9:00pm. every day of the week.
- 6.5 It is understood that some retirees gather in the mornings and talk, while day laborers wait to be picked up for jobs. The Association recognizes that it is important to differentiate between groups.
- 6.6 Woolee agrees to maintain a contract with a licensed refuse contractor.
- 7.0 Woolee management will continue to attend meetings of the Association and provide updates on its operation.
- 7.1 Woolee agrees to work with the Association to address some outstanding concerns of a few residents, including working to obtain a police workstation in the site of Woolee.
- 7.2 Woolee has a relationship with the police and do attend PSA 510 meetings. As such, Woolee agrees to inform police of their concerns with police response and protection.
- 8.0 The Association agrees to inform its membership of this agreement and pledges to enlist the support of its members on the Terms and Conditions of this agreement. The Association has conducted a survey of the community residents to ascertain what products residents would likely purchase if stocked by the establishment and the residents felt safe in shopping there and it is agreed upon by all parties that Woolee will work with the community to improve and market to the changing clientele of the community.
- 9.0 Woolee acknowledges its understanding that the signatories hereto are members of the Board of Directors of the Linden Neighborhood Association or its successor organization, Pastors of the local churches and are parties to the pending Transfer License before the Alcoholic Beverage Control Board through the Linden Neighborhood Association or its successor, who reside or do business in the immediate vicinity of the establishment and as such each pledges to implement the terms of agreement but shall not be individually liable for the enforcement of this agreement. In accordance with the Association bylaws members of the board may change and as such the new board members signatures shall be substituted under this agreement for such board member.


- 10.0 The parties agree to maintain open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this agreement, that party shall notify the other in writing of the concern. Both parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board.
- 10.1 Woolee agrees that should the Association observe problematic situations that need to be addressed, including, customers, health code issues, security, lighting, specific types of products including alcohol, etc., Woolee shall meet with the Association within seven (7) days notice by the Association to resolve the issues.
- 11.0 If Woolee fails to comply with the stipulations contained within this voluntary agreement, it is understood by all parties that the Association shall request an immediate meeting with the management and ownership of Woolee to resolve the infractions on behalf of the citizens and residents. It is further understood that should this action occur, Due Process shall be adhered to and the local Advisory Neighborhood Commission (through the Single Member District Commissioner) and the Association shall hold a public meeting with posted public notice to inform all interested parties of the impending action. Woolee shall be given a chance in a community forum to present their case on any such allegation from the community.
- 11.1 Woolee agree to post a copy of this voluntary agreement in a public viewing area for customers to see.
- 12.0 Given that the applicant, Woolee has agreed to the terms and conditions set forth in this agreement, the Linden Neighborhood Association hereby withdraws its protest on behalf of the residents who live and shop in the area.
- 13.0 This agreement shall be executed in ten (10) counterparts, each of which shall constitute an original.


Parties to this action are:



Sandy Chung
President
WooLee, Inc.



John Chung
Vice President
WooLee, Inc.

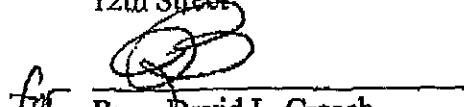

Commissioner Marvin Fields
Single Member District(6A07)
Advisory Neighborhood Commission 6A


Cynthia Wilson
Vice President
Linden Neighborhood Assoc.


Lisa Greene
Co-President
Linden Neighborhood Association


Robert Pittman
Co-President
Linden Neighborhood Association


Corrine Davenport
LNA Board Member
12th Street

for 
Rev. David L. Creech
People's Community Church
11th and G Street, N.E.

Signed this 11th day of March, 2002.

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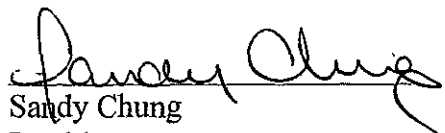
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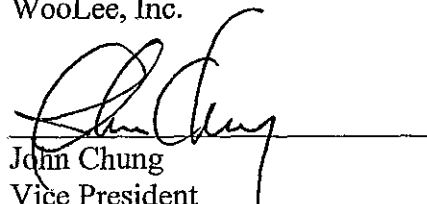
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- 9.0 Woolee acknowledges its understanding that the signatories hereto are members of the Board of Directors of the Linden Neighborhood Association or its successor organization, Pastors of the local churches and are parties to the pending Transfer License before the Alcoholic Beverage Control Board through the Linden Neighborhood Association or its successor, who reside or do business in the immediate vicinity of the establishment and as such each pledges to implement the terms of agreement but shall not be individually liable for the enforcement of this agreement. In accordance with the Association bylaws members of the board may change and as such the new board members signatures shall be substituted under this agreement for such board member.

- 10.0 The parties agree to maintain open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this agreement, that party shall notify the other in writing of the concern. Both parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board.
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- 11.0 If Woolee fails to comply with the stipulations contained within this voluntary agreement, it is understood by all parties that the Association shall request an immediate meeting with the management and ownership of Woolee to resolve the infractions on behalf of the citizens and residents. It is further understood that should this action occur, Due Process shall be adhered to and the local Advisory Neighborhood Commission (through the Single Member District Commissioner) and the Association shall hold a public meeting with posted public notice to inform all interested parties of the impending action. Woolee shall be given a chance in a community forum to present their case on any such allegation from the community.
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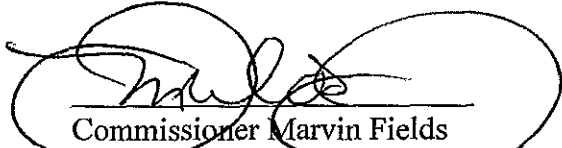
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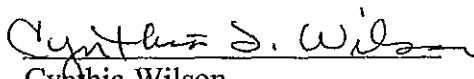
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President
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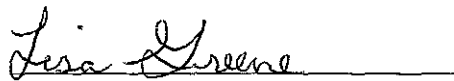
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Commissioner Marvin Fields
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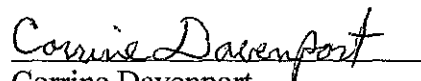
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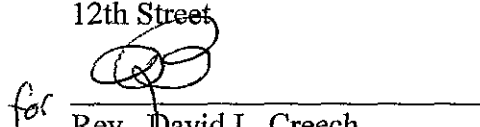
Lisa Greene
Co-President
Linden Neighborhood Association



Robert Pittman
Co-President
Linden Neighborhood Association



Corrine Davenport
LNA Board Member
12th Street



for Rev. David L. Creech
People's Community Church
11th and G Street, N.E.

Signed this 11th day of March, 2002.

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of)	
)	
Woolee, Inc.)	
t/a Convenience Mart)	Case No: 34210-01/013P
Transfer to a New Location)	Order No: 2002-81
Class "B" - at premises)	
1101 H Street, N.E.)	
Washington, DC)	
)	
Applicant)	
)	

Robert Pittman and Lisa Greene, on behalf of the Linden Neighborhood Association,
Reverend David L. Creech, ANC 6A07 Commissioner Marvin Fields, Corrine
Davenport, Cynthia Wilson, Roland Chavez, Maurice Johnson, Jane Silver,
Councilmember Sharon Ambrose, on behalf of herself and the Protestants she represents,
and Keith Jarrell, Chairman, Advisory Neighborhood Commission 6A, Protestants

Paul Pascal, Esquire, on behalf of the Applicant

BEFORE: **Roderic L. Woodson, Esquire, Chair**
 Vera M. Abbott, Member
 Ellen Oppenheimer, Esquire, Member
 Charles Burger, Member
 Audrey E. Thompson, Member
 Judy A. Moy, Member
 Laurie Collins, Member

ORDER ON VOLUNTARY AGREEMENTS AND WITHDRAWN PROTESTS

The above-mentioned Applicant's transfer to a new location application was protested and came before the Board for a roll call hearing on March 21, 2001, in accordance with D.C. Official Code § 25-601. Specifically, the Board received timely protest letters from Robert Pittman and Lisa Greene, on behalf of the Linden Neighborhood Association ("LNA"), Reverend David L. Creech, ANC 6A07 Commissioner Marvin Fields, Corrine Davenport, Cynthia Wilson, Roland Chavez, Maurice Johnson, Jane Silver, Councilmember Sharon Ambrose, on behalf of herself and the Protestants she represents, and Keith Jarrell, Chairman, Advisory Neighborhood Commission ("ANC") 6A.

The Board notes that there are two groups of Protestants in this matter who have each negotiated a cooperative agreement with the Applicant pursuant to D.C. Official Code § 25-446. The two protest groups have submitted to the Board their cooperative agreements dated March 6, 2002 and March 11, 2002, which contain different terms, for review and approval. The Board issues this Order with the conditions listed below based upon the Protestants and Applicant's request that the Board review both cooperative agreements and issue an Order based upon these two agreements whose terms sometimes conflict.

Accordingly, it is this 1st day of May 2002, **ORDERED** that:

1. The opposition of Robert Pittman and Lisa Greene, on behalf of LNA, Reverend David L. Creech, ANC 6A 07 Commissioner Marvin Fields, Corrine Davenport, Cynthia Wilson, Roland Chavez, Maurice Johnson, Jane Silver, Councilmember Sharon Ambrose and the Protestants she represents, and Keith Jarrell, Chairman, Advisory Neighborhood Commission 6A, be, and the same is hereby **WITHDRAWN**;

2. The application of Woolee Inc., t/a Convenience Mart, to transfer its Class B license to a new location at premises 1101 H Street, N.E., Washington, DC, be, and the same is hereby **GRANTED**; and

3. It is **FURTHER ORDERED** that the following conditions are hereby imposed on the Applicant and shall become terms of the Applicant's license:

a) **Hours of operation.** The Applicant shall not sell alcoholic beverages before 9:30 a.m. or after 9:00 p.m. daily.

b) **Lighting.** The Applicant shall have security lights lit around the establishment from dusk until 10:00 p.m.

c) **Products.** The Applicant shall not sell any of the following:

- (1) single serving containers of beer or malt liquor alcoholic beverages;
- (2) single wine containers under 750 ml;
- (3) malt liquor beverages in packaging that consists of containers of more than 24 ounces;
- (4) "alcopops" (e.g., Smirnoff Ice or similar malt beverages that are teen-marketed alcoholic beverages); and
- (5) low cost single cigars or short stubby cigars commonly known as "blunts", pipes, bongs, jewelry bags, or any other products associated with illegal drug activities.

d) **Loitering.** The Applicant shall place and maintain "No Loitering" signs on the premises and shall discourage individuals from congregating for extended periods of time on the premises and areas adjacent to the establishment by directly instructing loiterers to leave and by calling the Metropolitan Police Department ("MPD"). The Applicant shall keep a daily log of any calls made to MPD. The Protestants shall have the right to review the log upon request during the establishment's business hours.

e) **Payphones.** The Applicant shall remove any pay phones located in and around the establishment and prevent to the extent possible any future installation of pay phones in and around the establishment.

f) **Rodents.** The Applicant shall fill in rat holes and maintain pest and animal control of the establishment's property. The Applicant shall also work with city inspectors and private contractors to ensure that the rodent problem in the area does not impact the establishment or the property that it sits.

g) **Double-Parking.** The Applicant shall prevent double-parking at the store by (1) putting up signs against double-parking, (2) discouraging patrons from double-parking, and (3) calling MPD each time a double-parking violation is witnessed on or around the store premises. If double parking becomes a repeated problem or other traffic infractions become a repeated problem at the establishment, the Applicant shall send a letter to MPD requesting the enforcement of the District of Columbia's traffic laws. The Applicant shall send a copy of the letter to LNA and ANC 6A.

h) **Landscaping.** The Applicant agrees to maintain the landscaping of the property, including the tree box spaces located in the front and on the side of the establishment, as well as the fences located around the establishment's property. The Applicant shall also keep the gate to the store parking lot locked, except during its use by store personnel and for store deliveries.

i) **Marketing.** The Applicant shall keep LNA and ANC 6A informed of its operations, marketing, and advertising. The Applicant should also seek input from LNA, ANC 6A, and members of the community in its development of target marketing strategies, merchandising plans, front facing, end caps, alcohol presentation, demographic profiling, and promotions.

j) **Litter.** With regard to trash and litter, the establishment shall do the following:

- 1) Maintain a contract with a licensed refuse contractor;
- 2) Ensure that there is daily street cleaning of the 700 block of 11th Street, NE up to the end of the property occupied by 1101 Convenience Mart, as well as along the 1100 block of H Street, NE up to the "Me & My" convenience store; and
- 3) Conduct "regular" inspections by the proprietor or his/her designee to keep the area around the store clean and free of litter ("Regular", shall be

defined as a period of three (3) hours from the start of business and every 3 hours after that until the close of business which shall have a final inspection and cleanup).

k) **Signage.** The establishment shall post a sign advising customers not to buy alcoholic beverages for either: (1) individuals banned from the store or (2) individuals who stand on the sidewalks begging for money to purchase alcoholic beverages. The establishment shall also post a copy of this order in a public viewing area for customers to see.

l) **Ownership.** Mr. Yo Sup Lee and Mrs. Mi Ae Lee, because of the prior revocation of a license at this location, may have an affiliation with the Applicant or the Applicant's place of business only pursuant to the restrictions set forth below:

- (1) The Applicant's business shall not revert back to Mr. or Mrs. Lee in case of the Applicant's default on any loan arrangement used to finance the Applicant's purchase of the assets of the business known as Mimi's Convenient Mart (currently doing business at 1101 H Street NE, Washington DC 20002);
- (2) In the case of a default, the Class B license shall be transferred to the ABC Board for safekeeping, unless otherwise transferred pursuant to an ABC Board order;
- (3) Mr. Yo Sup Lee or Mrs. Mi Ae Lee may not be employed as managers of the 1101 Convenience Mart because the ABC Board previously revoked the license on which they were the named licensees (see D.C. Official Code § 25-821(c)). The Board notes that the Applicant has agreed not to have any of Mr. or Mrs. Lee's immediate family members act as managers.

m) **Compliance with the Law.** The Applicant shall comply with Title 25, the D.C. Code Enactment and Related Amendments Act of 2001, and all other District of Columbia and Federal laws and regulations related to its business. The Applicant shall comply with D.C. Official Code § 25-713 which requires the licensee to post a notice, maintained in good repair and in place clearly visible from the point of entry to the establishment, which states: (1) the minimum age requirement for the purchase of alcoholic beverages; and (2) the obligation of the patron to produce a valid identification document displaying proof of age. The establishment shall further check the ID of all patrons that are not known to the establishment's management as being twenty one (21) years of age or older.

The Applicant shall not sell alcoholic beverages to individuals who refuse or are unable to produce a valid identification document to verify proof of age pursuant to D.C. Official Code § 25-783. The Board notes that D.C. Official Code § 25-101(53)), defines a valid identification document as an official identification issued by an agency of government (local, state, federal or foreign) containing, at a minimum, the name, date of birth,

signature and photograph of the bearer. The Applicant shall also refuse to sell alcoholic beverages to individuals who are known abusers of alcohol pursuant to D.C. Official Code § 25-781(b)(3).

n) **Community Meetings and Involvement.** Owners and/or managers of the establishment shall: (1) attend ANC 6A meetings; (2) attend meetings of the LNA and provide updates on the operations of the establishment; (3) participate in community oversight and attend quarterly status meetings with the Protestants at the Protestants' request; and (4) attend PSA 510 meetings and inform MPD of the establishment's concerns regarding police response and protection. The Board notes that the Applicant has also agreed to work with LNA in its efforts to obtain a police workstation at the site of the establishment.

The Board notes that LNA has agreed to inform its membership of this order and pledges to enlist the support of its members on the Terms and Conditions of this order. LNA has conducted a survey of the community residents to ascertain what products residents would likely purchase if stocked by the establishment. The establishment should seek input from LNA, ANC 6A, and members of the community as part of its efforts to improve and market to the clientele of the community.

The Applicant and the Protestants should maintain an open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this order, that party shall notify the other party in writing of their concern. Both parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board as set forth in paragraph 4.

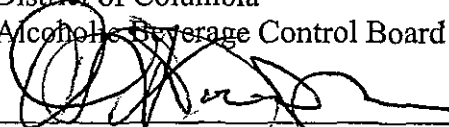
Should the Protestants observe problematic situations that need to be addressed, including customers, health code issues, security, lighting, specific types of products including alcohol, etc., the establishment shall meet with the Protestants within seven (7) days of receiving notice to resolve the issue(s).

If the Protestants believe that the establishment has failed to materially comply with the conditions contained within this order, the Protestants may request an immediate meeting with the management and ownership of the establishment to resolve the infractions. Either LNA or ANC 6A may also hold a properly noticed public meeting to give the establishment an opportunity to present their case on any alleged violations to the community.

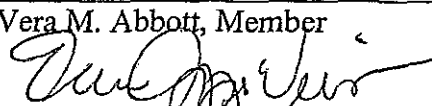
4. The failure of the Applicant to adhere to the conditions set forth in this Order shall constitute grounds for the Protestants to petition the ABC Board for the issuance of an order to show cause pursuant to 23 D.C.M.R. § 1513.5 (1997) or any regulation of similar purpose adopted by the ABC Board.

5. Copies of this Order shall be sent to the Applicant and the Protestants.

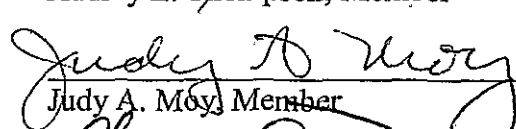
District of Columbia
Alcoholic Beverage Control Board

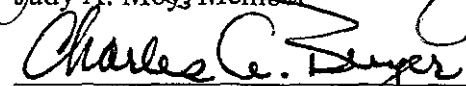

Roderic L. Woodson, Esquire, Chairperson

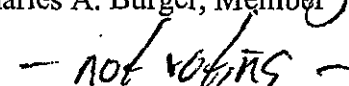

Vera M. Abbott, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member


Judy A. Moy, Member


Charles A. Burger, Member


Laurie Collins, Member

DATED: 5/1/02